

SONS file

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

DATE: February 2, 2007

SUBJECT: Reports of Significant Developments and
Activities Ending on January 30, 2007

FROM: Richard C. Karl, Director
Superfund Division

TO: Mary A. Gade
Regional Administrator

Bharat Mathur
Deputy Regional Administrator

EPA Region 5 Records Ctr.



373324

The activities listed below are organized by site-specific activities and training/conferences:

SITE-SPECIFIC ACTIVITIES

Removal Action Continues, Midwest Metallica Site, Summit, Illinois

After some delay, the removal action at the Midwest Metallica site in Summit, Illinois, is proceeding as planned. According to On-Scene Coordinator (OSC) Brad Benning, site preparation was initiated on January 17, 2007, including grading and leveling the anticipated process area with crushed limestone. Slightly over a month is expected for process equipment mobilization, setup, and shake-out adjustments. Approximately 150,000 tons of automobile shredder residue (ASR) are expected to be processed at a rate of 7,000 to 10,000 tons per month, with recovery levels of 3 to 4 percent ferrous metal and 5 to 6 percent non-ferrous metal. Resources Management Group (RMG), a subcontractor to the United States Environmental Protection Agency's (U.S. EPA's) prime contractor (Earth Tech), will cover all operational costs for this project and will credit Earth Tech a percentage of the value of the metal recovered, which will assist in funding the removal action of capping the remaining material. As background, the action memorandum for Midwest Metallica was signed in

September of 2005, proposing to cap a 300,000 cubic yard pile of ASR contaminated with heavy metals and polychlorinated biphenyls (PCBs). The removal action was delayed due to opposition from the local mayor, who wanted complete removal of the ASR so the property could be redeveloped. During this delay, RMG expressed interest in recovering the metal content of the ASR, as the technology has improved and the value of scrap metal was high, resulting in the company's involvement with the impending metal recovery efforts.

Contact: Brad Benning (312-353-7613)

TRAINING/CONFERENCES

Michigan Department of Environmental Quality EPCRA Section 312 Training, Novi, Michigan

James Entzminger (Office of Chemical Emergency Preparedness and Prevention) attended two Emergency Planning and Community Right-to-Know Act (EPCRA) Section 321 trainings conducted by the Michigan Department of Environmental Quality (MDEQ). The training sessions were held in Novi, Michigan, on January 16, 2007, and Grand Rapids, Michigan, on January 18, 2007. Approximately 100 participants from industry, government, and academic communities attended each session. Ms. Susan Parker, MDEQ provided all the instruction, which included an overview of EPCRA, release reporting requirements, emergency planning, and chemical inventory reporting. A number of practical exercises were also used to help participants understand the reporting requirements. Mr. Entzminger acted as a resource person and assisted in answering questions.

Contact: James Entzminger (312-886-4062)

Spills of National Significance (SONS 07) Ohio Valley/Evansville Venue Mid Planning Conference, Evansville, Indiana

Sheila Calovich attended the Spills of National Significance (SONS 07) Mid-Planning Conference conducted on January 16-17, 2007, in Evansville, Indiana. Others in attendance included U.S. Coast Guard (USCG) Atlantic Area, USCG District 8, USCG Sector Ohio Valley, Caesars Casino, Marathon Oil, Indiana Department of Homeland Security,

Kentucky Department of Homeland Security, and Evansville Marine. The purpose of this meeting was to refine the exercise objectives and the Master Sequence of Events List for the exercise. There was also time set aside to identify controllers and evaluators for this venue. The Final Planning Conference for the Evansville venue is scheduled for March 23, 2007.

Contact: Sheila Calovich (312-353-1505)

Spills of National Significance (SONS 07) Ohio Valley/Paducah Venue Mid Planning Conference, Paducah, Kentucky

Sheila Calovich attended the Spills of National Significance (SONS 07) Mid-Planning Conference conducted on January 18-19, 2007, in Paducah, Kentucky. Others in attendance included U.S. Coast Guard (USCG) Atlantic Area, USCG District 8, USCG Sector Ohio Valley, Shell Oil Company, and Kentucky Department of Homeland Security. The purpose of this meeting was to refine the exercise objectives and develop the Master Sequence of Events List for the exercise. There was also time set aside to identify controllers and evaluators for this venue. The Final Planning Conference for the Paducah venue is scheduled for March 22, 2007.

Contact: Sheila Calovich (312-353-1505)

Land Revitalization and Superfund Reuse Briefing, Mr. Inaki Gili Jauregui (Catalonia, Spain), Chicago, Illinois

On January 30, 2007, a briefing was held with Mr. Inaki Gili Jauregui, Director, Catalan Office for Climate Change, Department of the Environment and Housing, Autonomous Government of Catalonia, Spain. This briefing, which was coordinated by Region 5's International Affairs Office, provided information about U.S. policies that effect climate change and produce renewable energy; programs that help reduce greenhouse gas emissions, while sustaining growth to finance investment in new, clean energy technologies; and Federal, State, and local levels of authority and cooperation for the environment. Topics presented were Land Revitalization and green building

technology, Superfund Reuse, and a Region 5-landfill gas to energy project at the H.O.D. Landfill in Antioch, Illinois.

Contacts: Jim Van Der Kloot (312-353-3161)
Thomas Bloom (312-886-1967)

cc: Susan Bodine (OSWER)
Scott Sherman (OSWER)
Barry Breen (OSWER)
Ed Chu (OSWER)
David Lopez (OSRTI)
Ernie Watkins (OSRTI)
Susan Bromm (OECA)
Phyllis Harris (OECA)
Barnes Johnson (OSRTI)
Dana Tulis (OEM)
Elizabeth Southerland (OSRTI)
Larry Zaragoza (OSRTI)
Debbie Dietrich (OEM)
Dana Tulis (OEM)
Craig Beasley (OEM)
Jim Woolford (FFRRO)
Region 5 State Superfund Coordinators
Division/Office Directors
ORA State Coordinators
Regional Team Managers



State of Ohio Environmental Protection Agency

P.O. Box 1049, 1800 WaterMark Dr.
Columbus, Ohio 43266-0149

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SUPERFUND PROGRAM
MANAGEMENT BRANCH

Richard F. Celeste
Governor

September 18, 1989

Ms. Lois Betka
Office of Superfund
U.S. EPA, Region V
230 South Dearborn St.
Chicago, IL 60604
Dear Ms. ^{Lois} ~~Betka~~:

Enclosed herewith are signed original SSCs for the Republic Steel Quarry and Old Mill sites.

I have just heard from our Fiscal Officer that, due to the dollar amount on Republic Steel and the excess funds remaining at Old Mill, neither of these contracts require Controlling Board approval.

Please let me know if you have any questions or comments.

Sincerely,

David C. Strayer, Manager
Remedial Response Section
Division of Emergency and Remedial Response

cc: Don Bruce, USEPA
Rod Beals, NEDO w/ enclosure
Kathy Davidson, RRS w/enclosure
Don Vanterpool, Legal w/enclosure

SUPERFUND STATE CONTRACT BETWEEN THE
OHIO ENVIRONMENTAL PROTECTION AGENCY AND
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
FOR FUNDING TO INITIATE REMEDIAL ACTION AT THE
REPUBLIC STEEL QUARRY SITE

A. Authority

This Contract is entered into pursuant to Sections 104(a)(1) and (c)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. No. 99-499, 100 Stat. 1613 (1986) and Section 3745.01 of the Ohio Revised Code.

B. Purpose

This Contract is an agreement between the United States Environmental Protection Agency (U.S. EPA) and the Ohio Environmental Protection Agency (Ohio EPA) to undertake a Remedial Action (RA), as defined in CERCLA 101(24), at the Republic Steel Quarry Site, Elyria, Ohio. Attached hereto and incorporated herein as Attachment A is a description of the site and the response actions taken to date in connection with the site. This Contract covers only those activities described in the Statement of Work (the "SOW") attached hereto and incorporated herein as Attachment B. This Amendment adds extended remedial action to the SOW. This Contract may be further amended if the parties agree in writing to undertake additional remedial activities beyond the scope of the SOW.

C. Parties

1. This Contract is entered into by the U.S. EPA and the OEPA. The Attorney General of Ohio has certified that the Ohio EPA has the legal authority to enter into and to fulfill the terms of this Contract on behalf of the State of Ohio.
2. It is expressly understood by the parties that none of the rights, duties or obligations described in this Contract shall be binding until such time as the expenditure of funds is certified by the Ohio Director of Administrative Services, Ohio Revised Code Section 131.17; approved by the Ohio Office of Budget and Management, Ohio Revised Code Section 126.02; and approved by the Ohio Controlling Board when required pursuant to Ohio Revised Code Section 127.16. Obligations of the Ohio EPA and the State of Ohio are subject to the provisions of Ohio Revised Code Section 126.07.
3. U.S. EPA has designated Ken Tindall, Federal Remedial Project Manager, 230 South Dearborn Street, Chicago, Illinois 60604, (312) 886-9895, as Regional Site Project Officer (RSP0) of this Contract. The Ohio EPA has designated Rodney Beals, Unregulated Sites Group Leader, 2110 East Aurora Road, Twinsburg, Ohio 44087, (216) 425-9171 as State Project Coordinator (SPC) for this Contract.

4. Either party may change its designation under Paragraph 3., supra by providing written notice to the other party of such a change.
5. The RSPO and the SPC have joint authority under this Contract to make project decisions which do not enlarge the SOW or the costs of the project.

D. U.S. EPA Responsibilities

In addition to its other specific obligations set forth infra:

1. U.S. EPA shall arrange for the services of a contractor to perform the RA as described in the SOW. U.S. EPA shall, at its own cost and expense, furnish the necessary personnel, materials, services, and facilities to perform its other responsibilities under this Contract.
2. U.S. EPA shall consult with and receive comments from the SPC on the selection of the contractor to perform the RA and on all other matters relating to design and implementation of the work described in the SOW.
3. U.S. EPA will submit all plans, specifications, reports and recommendations to the SPC for Ohio EPA review prior to their issuance or implementation by the U.S. EPA.

U.S. EPA shall submit change orders exceeding twenty percent of the contingency fund for Ohio EPA approval and concurrence. U.S. EPA shall also inform Ohio EPA in writing, when seventy-five percent of the contingency fund is spent.

4. U.S. EPA and the Ohio EPA will conduct technical and administrative reviews of any contractor change order requests or claims in excess of 20 percent of the contingency fund to examine their technical basis and determine whether they are merited.
5. If there is a significant change in the project, including different site conditions, project costs or project schedules, this Contract may be amended in writing, at the request of either party.

E. OHIO EPA Responsibilities

1. The Ohio EPA shall furnish the necessary personnel, materials, services and facilities to perform its responsibilities under this Contract.
2. The Ohio EPA shall, if necessary, following completion of the RA, accept transfer of the interest in any real estate acquired by U.S. EPA under this Contract pursuant to its authority under CERCLA Section 104(j)(1).

3. The Ohio EPA agrees, at the request of U.S. EPA, to use its best efforts consistent with its statutory authority to assist U.S. EPA in obtaining any permits necessary to carry out the RA.
4. The Ohio EPA agrees to review, within time frames mutually agreed to in writing, all documents which U.S. EPA is required to submit for State review and concurrence under this Contract and to inform U.S. EPA of whether or not the Ohio EPA concurs with each such document. If the Ohio EPA does not concur, it will inform U.S. EPA of the changes or modifications, if any, which would be necessary to obtain Ohio EPA concurrence.

F. Emergency Response Action

Nothing herein shall be construed to prevent either party at its own cost and expense from undertaking any necessary emergency response action at the site pursuant to its own statutory authority. Either party, in consultation with the other, may suspend or modify the activities described in the SOW during and/or subsequent to any emergency response action.

G. Cost-Sharing Provisions

1. For purposes of this Contract, costs of the RA means those costs of personnel, excavation, sampling and analysis during the removal and other costs attendant with the remedial action as described in Attachment B. The administrative expenses and overhead of any party to this Contract in fulfilling the obligation under the Contract are not costs of the RA.
2. The State will pay 10 percent of the costs of the remedial action defined in the SOW, including change orders and claims agreed to by both parties, as provided below. The current estimate of the total costs of the RA is seventy-five thousand dollars (\$75,000). The State shall reimburse U.S. EPA its share in accordance with Paragraph G.5 below.
3. Payment will be made in the following manner; Within 60 days after signature of this Contract, the State shall submit to U.S. EPA its payment for the State's share for the site activities: seven thousand five hundred dollars (\$7,500).

4. All U.S. EPA payments to the State, if any, shall be payable to the Treasurer of the State of Ohio and shall be sent to:

Ohio Environmental Protection Agency
Division of Emergency and Remedial Response
1800 WaterMark Drive
P.O. Box 1049
Columbus, Ohio 43266-1049

Attn: Manager, Remedial Response Section

5. All State payments shall be made payable to U.S. EPA and sent to:

The First National Bank of Chicago
U.S. Environmental Protection Agency - Region V
ATTN: Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

Such payments shall be identified as payments for the Republic Steel Quarry site Remedial Action.

H. Off-Site Storage, Destruction, Treatment or Disposal

U.S. EPA and Ohio EPA have determined that minimal off-site treatment, storage, or disposal of hazardous substances is required as part of the RA. Pursuant to CERCLA Section 104(c)(3)(B), the State is required to assure the availability of a hazardous waste facility. EPA or its representative, in its invitation for bids for the remedial action, will require respondents to provide adequate capacity for waste disposal at a facility (or facilities) that meets all applicable requirements of the Resource Conservation and Recovery Act (RCRA) and that is consistent with EPA's off-site disposal policy. A RCRA compliance inspection shall be completed by EPA for the facility within six (6) months prior to the receipt at the designated facility of wastes from the site. Prior to award of the Contract, the EPA Regional office in which the facility is located will review the results of the compliance inspection and other available information to determine if the facility meets the criteria set forth by EPA. If requested by EPA, the State shall provide a hazardous substance disposal facility that meets the requirements of RCRA Subtitle C and is acceptable to EPA.

I. Operation and Maintenance (O&M)

Pursuant to CERCLA Section 104(c)(3)(A), to the extent permitted by law, the State assures all future O&M of the remedial actions for the expected life of such actions. While the work described in the SOW does not require O&M, the State recognizes that it will be responsible for O&M in any subsequent phase and commits to provide O&M following mutual selection of further remedial action and identification of the necessary

O&M. In the event O&M is commenced, the State maintains it will be responsible for 10 percent of such costs.

The parties expressly acknowledge that the provision of this Contract governing cost-shares and payments between the State and U.S. EPA are the subject of an on-going dispute. Specifically, U.S. EPA maintains that the State is responsible for 100% of the costs of O&M under this Contract while the State maintains that it is responsible for 10% of the costs of O&M. U.S. EPA acknowledges that the State may assert a challenge in any court or administrative board of competent jurisdiction concerning any U.S. EPA policy, rule or statute and application thereof, including this Contract, that requires the State to bear more than ten percent of the costs of O&M. The State's right to challenge this policy is not subject to the dispute resolution procedures contained in Section W of this Contract. U.S. EPA agrees that, should the State prevail in its challenge referenced above and U.S. EPA has exhausted any rights of appeal it has by law, this Contract shall be modified to reflect the outcome of that challenge.

J. Future Payment

If the parties agree to take RA in addition to the actions described in the SOW, this Contract, including the cost-sharing provisions of Section G., shall be modified accordingly. The State maintains, however, that it will be responsible for 10 percent of future RA costs.

K. Personnel Safety

As part of the RA, U.S. EPA shall develop and oversee the implementation of a site safety plan.

L. Site Access

1. U.S. EPA will attempt to obtain voluntary access rights from the involved property owners. If necessary, U.S. EPA will, with the assistance of the State, use its statutory authority, including its authority under CERCLA Section 104(j)(1), to obtain site access. If necessary, the State, with the assistance of U.S. EPA, will use its statutory authority to gain site access should U.S. EPA's efforts prove unsuccessful.
2. Representatives of the State shall have access to the site for the purposes of carrying out the State's responsibilities under this Contract and to review the work in progress.
3. All persons with access to the site under this Contract shall comply with the site safety plan.
4. Neither party shall be responsible for any harm to any representative of the other party, or other person, arising out of, or resulting from, any act or omission by the other party in the course of an on-site inspection.

M. Availability of Information

1. At the request of the U.S. EPA, the Ohio EPA shall provide U.S. EPA with information not previously provided and not privileged or attorney work product which is developed or prepared pursuant to Ohio EPA's responsibilities under this Contract. If such information was submitted by the Ohio EPA pursuant to a claim of confidentiality, said information shall be treated in accordance with 40 CFR Part 2. If U.S. EPA receives a request for such information, U.S. EPA shall notify the Ohio EPA of such request and shall consult with the Ohio EPA in evaluating the request. Absent such a claim, U.S. EPA may make said information available to the public without further notice.
2. At the request of the Ohio EPA and in accordance with applicable Federal law, the U.S. EPA agrees to provide the Ohio EPA with information and reports developed or prepared pursuant to U.S. EPA responsibilities under this Contract which are not otherwise required to be submitted to the Ohio EPA. If such information is submitted under a claim of confidentiality, Ohio EPA agrees not to release such information or reports to the public, unless ordered to do so by subpoena or by a court or board of competent jurisdiction, without first obtaining approval from the RSPD who shall be responsible for coordinating any such request with the U.S. EPA, Region V Office of Regional Counsel. Absent such a claim, Ohio EPA may make such information available to the public without further notice.

N. Community Relations

U.S. EPA will conduct community relations activities at this site in accordance with the approved Community Relations Plan, all applicable Federal law, and all relevant U.S. EPA policy and guidance.

O. Third Parties

1. This Contract confers no benefit or right to any private or third party, including without limitation the owner of the site or any entities removing any hazardous substances from the site.
2. U.S. EPA does not assume any liability to third persons for losses due to bodily injury or property damage that exceeds the limitations contained in the provisions of the Federal Tort Claims Act, 28 U.S.C. §§1346(b), 2671-2680. The State does not assume liability to any third persons for losses due to bodily injury or property damage.

P. Negation of Agency Relationships

Nothing contained in this Contract shall be construed to create, either expressly or by implication, the relationship of principal and agent between U.S. EPA and the State. Any standards, procedures, or protocols, prescribed in this Contract to be followed by U.S. EPA contractors during the performance of its obligations under this Contract, are for assurance of the quality of the final product of the actions contemplated by this Contract, and do not constitute a right to control the actions of U.S. EPA. Neither party (including its employees, agents, and contractors) is authorized to represent or act on behalf of the other party in any matter relating to the subject matter of this Contract.

Q. Enforcement and Cost Recovery

1. The parties agree that, with respect to the claims which each may be entitled to assert against any third persons (herein referred to as a "responsible party," whether one or more) for reimbursement of any services, materials, monies or other thing of value expended for response activity at the site described herein, neither party will enter into a settlement with or initiate a judicial or administrative proceeding against a responsible party for the recovery of such sums, except after having given notice, in writing, to the other party to this Contract not less than thirty (30) days in advance of the date of the proposed settlement, or commencement of the proposed judicial or administrative proceedings. Neither party to this Contract shall attempt to negotiate for or collect reimbursement of any response costs on behalf of the other party, and the authority to do so is hereby expressly negated and denied.
2. The parties agree that they will fully cooperate in and coordinate efforts to recover their respective costs of response actions taken at the site described herein, including the negotiations of settlement and the filing and management of any judicial actions against potentially responsible parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, except any documents or information which may be confidential under the provision of any applicable State or Federal laws or regulations.
3. The parties agree that any judicial action taken by either party pursuant to CERCLA against a potentially responsible party for recovery of any sums expended in response actions at the site described herein, shall be filed in the United States District Court for the Judicial District in which the site described in the Contract is located, or in such other Judicial Districts of the United States District Courts as may be authorized by Section 113 of CERCLA, as amended.

4. Signature of this Contract does not constitute a waiver of either party's right to bring an action against any person or persons for liability under Sections 106 or 107 of CERCLA, as amended, or any other statutory provisions or common law.

R. Pre-Final Inspections

The parties will participate in the pre-final construction conference, to be held upon preliminary project completion. U.S. EPA will provide OEPA fifteen (15) days advance notice of, and an agenda for, this meeting. The parties shall also participate in the pre-final inspection of the remedy to determine the project's completeness. The RSP0 will provide the pre-final inspection report to the SPC. This report will outline outstanding construction items, actions required to resolve them, and anticipated completion dates for these actions.

S. Final Inspection

Following completion of RA, the parties will jointly inspect the project to confirm that all outstanding items are resolved. The RSP0 shall be responsible for submitting the final inspection report describing any outstanding items and their resolution to the SPC.

T. Acceptance of the Remedy

U.S. EPA acceptance of the remedial action will be provided to the State with the final remedial action report. State review and approval of the remedial action report will signify State acceptance of the completed remedial action.

U. NPL Deletion

At the successful completion of the RA, Ohio EPA may request the U.S. EPA delete the Republic Steel Quarry site from the National Priorities List (NPL). Ohio EPA agrees to participate in the NPL deletion process by reviewing and commenting on the site NPL deletion package.

V. Amendment

Any modifications to this contract must be agreed to, in writing, by both parties.

W. Resolution of Disputes

1. Any disagreements arising under this Contract shall be resolved to the extent possible by the RSP0 and the SPC.
2. If any such disagreement cannot be resolved by the RSP0 and the SPC, it shall be referred to the U.S. EPA Regional Superfund Director and the Ohio EPA Corrective Actions Manager for resolution.

3. If the dispute cannot be resolved by the parties set forth in Paragraph W.2., supra, the dispute may be referred to higher levels within each Agency for resolution.

X. Failure to Comply with Terms of the Agreement

If the State fails to comply with the terms of this Contract, U.S. EPA may, after providing the required sixty (60) days notice, seek to enforce the terms of this Contract in accordance with CERCLA Section 104(d)(2). If U.S. EPA fails to comply with the terms of this Contract, the State may, after providing sixty (60) days notice, seek in an appropriate court of competent jurisdiction, such legal or equitable relief to which it may be entitled.

Y. Termination of the Contract

1. If, at any time during the period of this Contract, performance of either all or part of the work described in the SOW is undertaken for any reason by a responsible party as that term is used in Section Q.1., supra, this Contract will be modified or terminated as appropriate to allow these actions and, upon modification or termination, shall relieve the parties of further duties to perform those actions undertaken by persons or entities not party to this Contract.
2. This Contract shall remain in effect until a final cost reconciliation is made to ensure that both parties have contributed their full cost-shares for the RA as set forth in Section G., supra.

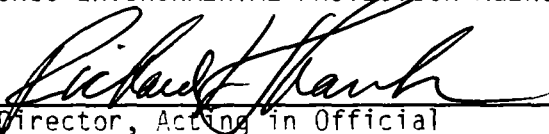
In witness whereof, the parties hereto have executed this Contract in two (2) copies, each of which shall be deemed an original.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY


Regional Administrator
acting

9/8/89
Date

OHIO ENVIRONMENTAL PROTECTION AGENCY


Director, Acting in Official
Capacity Only

9/15/89
Date

ATTACHMENT A

Republic Steel Quarry Site Description and Background

The Republic Steel Quarry is located in Lorain County, Northeastern Ohio, off of West River Road in the City of Elyria. Immediately adjacent to the quarry on the east is the West Branch of the Black River. From 1950 to 1972, the Republic Steel Corporation discharged waste pickling liquor to the 5-acre quarry. An estimated 200,000 gallons of pickle liquor were disposed of each year. Water from the quarry discharges to the Black River.

In 1981, Republic Steel Corporation notified EPA of its past disposal activities to comply with Section 103(c) of CERCLA. In response to Republic Steel's notification, the U.S. EPA Field Investigation Team (FIT) contractor performed a site investigation in late 1983 and installed three monitoring wells. No organic contamination was detected at the site, however, heavy metals such as chromium, arsenic, lead, cadmium, magnesium, aluminum, and iron were detected in the groundwater at higher levels in the down-gradient monitoring well than in the up-gradient wells. Additionally, quarry waters exhibited a low pH at depth. The site was evaluated using the Hazard Ranking System (HRS) and proposed to be included in Update II of the National Priorities List (NPL). The site was listed on the NPL on October 16, 1984.

Remedial Investigation (RI) field work was initiated in June, 1987 and was completed during March, 1988. The RI documented that ground and surface waters posed no human health risk and that, even though quarry bottom sediments showed elevated concentrations of contaminants, they pose no direct health risk because they are not mixing into quarry waters. The RI did document that a possibility exists that fish in the quarry may uptake enough metals to pose a risk to trespassers who eat fish caught in the quarry and that surface soils on a southern portion of the site could pose a limited health risk to future residents. Confirmatory sampling of fish tissues will be performed during the summer of 1989 to assure the safety of fish in the quarry. A Record of Decision (ROD) was signed on September 30, 1988 which stated that contaminated soils located on the southern portion of the quarry shall be removed and disposed in a compliant landfill.

ATTACHMENT B

Remedial Design/Remedial Action Statement of Work Republic Steel Quarry Site Elyria, Ohio

I. Purpose

The purpose of this Remedial Design/Remedial Action (RD/RA) at the Republic Steel Quarry Site is to adequately protect the public health and environment from the presence of contaminants related to the Site. This Statement of Work (SOW) outlines the procedures that shall be followed in order to implement the remedy that has been selected for the site.

II. Objectives

Based upon the results of the RI, the Proposed Plan (PP) identified the following response objective:

1. Eliminate threat and risk posed by the absorption or ingestion of contaminated on- and off-site soils related to Republic Steel Corporation's past operations.

This objective, when attained through the implementation of remedial action, will provide adequate protection to the public health and environment.

III. Description of the Remedial Action

This RD/RA meets all requirements set forth by OSWER Directive No. 9335.0-25A for using removal authorities to conduct a remedial action. Therefore, this action will be performed by the Emergency & Enforcement Response Branch using the Technical Assistance Team (TAT) and Emergency Response Cleanup Services (ERCS) contracts.

The three major components of the remedial action for the Site are:

1. Collecting surface soil samples on and around the south boat launch and former pickle liquor discharge ditch. These samples shall be analyzed for semivolatile organic compounds which include the carcinogenic Polynuclear Aromatic Hydrocarbon compounds (cPNAs) benzo[k]anthracene, chrysene, benzo[b]fluoranthene and benzo[k]fluoranthene. The samples shall be collected in a grid system which will allow the extent of contaminated soils to be defined.

2. All soils in which the sum concentration of the above mentioned cPNAs exceed the established background level of 300 parts per billion (ppb) shall be excavated and removed. Disposal of contaminated soils shall comply with land disposal restrictions under 40 C.F.R. 268 because the primary source of contamination of the ditch and boat launch soils was waste pickle liquor.
3. Upon completion of the soil removal, a confirmatory round of soil sampling shall be conducted to assure that all contaminated soils above the cleanup level have been removed. Again the soil samples shall be analyzed for semivolatile organic compounds, including the above mentioned cPNAs.

At the conclusion of field activities, the On Scene Coordinator (OSC) shall prepare the OSC Report for this action. This document serve as the final construction close out report.

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3. If the dispute is not resolved by the parties set forth in Paragraph 11.0, the dispute may be referred to higher levels within each agency for resolution.

X. Failure to Comply with Terms of the Agreement

If the State fails to comply with the terms of this Contract, U.S. EPA may, after providing the required sixty (60) days notice, seek to enforce the terms of this Contract in accordance with CERCLA Section 104(d)(2). If U.S. EPA fails to comply with the terms of this Contract, the State may, after providing sixty (60) days notice, seek in an appropriate court of competent jurisdiction, such legal or equitable relief to which it may be entitled.

Y. Termination of the Contract

1. If, at any time during the period of this Contract, performance of either all or part of the work described in the SOW is undertaken for any reason by a responsible party at that term is used in Section 9.1 of this Contract will be modified or terminated. These actions and, upon modification or termination, shall relieve the parties of further duties to perform these actions undertaken by persons or entities not party to this Contract.
2. This contract shall remain in effect until a final cost certification is entered that both parties have contributed to the cost of the work as set forth in Section 6.1, 6.2, 6.3.

This contract shall be executed in two (2) copies, each to be received an original.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

[Signature]
Regional Administrator

9/18/89
Date

OHIO ENVIRONMENTAL PROTECTION AGENCY

[Signature]
Director, Air Quality Division
Capacity Only

9/15/89
Date